

SCS ENGINEERS

February 14, 2013
File No. 12210029.02

Ms. Carmen Santos
PCB Coordinator
RCRA Corrective Action Office
Waste Management Division
USEPA Region 9
75 Hawthorne Street
San Francisco, CA 94105

Subject: **Transmittal Letter**
Recorded Land Use Covenant
Covenant to Restrict Use of Property, Environmental Restriction (RE: APN 054-022-150 Lot 4 Block 4), Thermal Controls, LLC (Land Use Covenant)

Dear Ms. Santos,

On behalf of Pentair Thermal Management, LLC, SCS Engineers (SCS) has received your letter entitled "*Polychlorinated Biphenyls (PCBs), Toxic Substances Control Act (TSCA) [40 CFR 761.61(a) and (c)] – USEPA Approval of Remedial Action Completion Report Phase II Tyco Thermal Controls LLC, 2201 Bay Road, Redwood City, California (RACR or PCB Cleanup Report)*" letter (Letter) dated February 13, 2013 from the USEPA". Section C – "Post PCB Cleanup Requirements Contained in the Land Use Covenant", Subsection 1. – "Land Use Restrictions" of the Letter requests that a copy of the recorded Land Use Covenant be submitted to the USEPA within 5 days after the date of the Letter. Attached please find a copy of the Land Use Covenant as recorded by the County of San Mateo.

SCS appreciates the opportunity to work with the USEPA on this project. If you have any questions regarding this letter, please contact Lenard Long at (925) 240-5152 ext. 22.

Sincerely,



Lenard D. Long, P.E.
Vice President

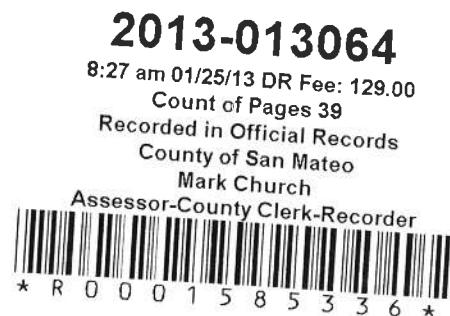
SCS ENGINEERS

Attachments: San Mateo County Recorded LUC

Cc: Spence Leslie, Pentair Thermal Management LLC (formally Tyco Thermal Controls)
Peggy Peischl, AMEC

RECORDING REQUESTED BY:
Tyco Thermal Controls, LLC
307 Constitution Drive
Menlo Park, CA 94025

WHEN RECORDED, MAIL TO:
Executive Officer
California Regional Water Quality Control
Board
San Francisco Bay Region
1515 Clay Street, Suite 1400
Oakland, California 94612



SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

Re: APN 054-022-150 LOT 4, BLOCK 4

Tyco Thermal Controls, LLC

This Covenant and Environmental Restriction on Property (this "Covenant") is made as of the 24th day of January, 2013, by Tyco Thermal Controls LLC ("Covenantor") who is the current owner of record of that certain property situated at 2201 Bay Road, Redwood City, County of San Mateo, State of California, which is more particularly described in Schedules 1 and 2, as attached and incorporated by this reference (the "Property"), for the benefit of the California Regional Water Quality Control Board for the San Francisco Bay Region (the "Board").

This Covenant is made pursuant to Civil Code section 1471 and is reasonably necessary to protect present and future human health and safety and the environment as a result of the presence on certain portions of the Property of hazardous materials as defined in Health and Safety Code Section 25260. The Covenantor and those entitled to enforce this Covenant, including the Board and the United States Environmental Protection Agency ("EPA"), therefore intend that the use of such portions of the Property be restricted as set forth in this Covenant in order to protect human health and safety and the environment, and that the provisions of this Covenant shall also be for the benefit of and enforceable by the Board and EPA as a third-party beneficiary.

ARTICLE I STATEMENT OF FACTS

1.01 The Property and soil and groundwater underlying the property contain hazardous materials.

1.02 As set forth herein, this Covenant applies generally to all portions of the Property and to groundwater beneath the Property.

1.03 Full and voluntary disclosure to the Board of the presence of known hazardous materials on the Property has been made and sampling of the Property has been conducted to ascertain the nature and extent of contamination of the Property.

1.04 Covenantor desires and intends that in order to benefit the Board, and to protect the present and future public health and safety, the Property shall be used in such a manner as to avoid potential harm to persons or property that may result from hazardous materials that have been released or deposited on portions of the Property.

1.05 Contamination of the Property. The 2.7-acre Property is located at 2201 Bay Road, Redwood City, California in an industrial/commercial area. Since 1955, the Property was used for various manufacturing operations, including the manufacturing of electrical wire and transformers containing Polychlorinated Biphenyls (PCBs). In addition, oil storage tanks were used at the Property. Covenantor, the present owner, acquired the Property in approximately 1973, and used it for storage, electronic assembly, and packaging of heat tracing products. Previous property owners improved the Property by constructing a 71,200 square foot tilt-up warehouse on a concrete slab foundation. The above-slab structure was decommissioned and demolished in 2011. The remaining concrete slab and foundations were demolished and removed in 2012 along with designated PCB-impacted soil, concrete, and asphalt areas, including loading docks and driveways.

PCBs as Aroclor 1254 and Aroclor 1260 were detected in soil at the Property at concentrations greater than 0.74 milligrams per kilogram (mg/kg), the risk-based cleanup level for PCBs in soil approved by EPA R9 under the Toxic Substances Control Act (TSCA) as being consistent with the EPA regional screening levels (RSLs) for PCBs in soils and the Environmental Screening Level (ESL) for PCBs developed by the Board. This soil cleanup level for the Property was based on commercial/industrial land use. Soil remediation consisted of the removal and off-site disposal of soil with total PCBs greater than 0.74 mg/kg. Approximately 8,619 tons of TSCA regulated non-hazardous waste and 6,156 tons of TSCA and California hazardous waste material, including concrete and excavated soil, were disposed at appropriate off-site disposal facilities.

Where soil contaminated with PCBs above the cleanup level could not be removed, two Caps were constructed pursuant to regulatory approval from EPA R9 and the Board to leave certain PCB wastes in place. This Covenant imposes restrictions on the Property and these Cap areas (the "Cap Areas," as more fully depicted on attached Schedules 1

and 2). PCB concentrations in soil remaining in place in the Cap Areas are shown in Schedule 3.

Volatile organic compounds (VOCs) were detected in soil and in groundwater beneath the Property. Two VOCs (1,2,4-trichlorobenzene [1,2,4-TCB] and 1,4-dichlorobenzene [1,4-DCB]) were detected in shallow soil at concentrations greater than their respective ESLs. The impacted shallow soil was located within the PCB remediation areas and was removed and disposed off site.

One VOC, tetrachloroethene (PCE), was detected in groundwater at a maximum concentration of 44 micrograms per liter (ug/L). The ESL for PCE is 5.0 ug/L.

1.06 Exposure Pathways. The contaminants addressed in this Covenant are present in soil (PCBs) or groundwater (VOCs) on the Property. Without the remediation work already performed along with the controls and Restrictions established herein, exposure to these contaminants could take place via direct contact, inhalation, or ingestion by humans. The risk of public exposure to the contaminants has been substantially lessened by the remediation work performed and controls described herein.

1.07 Northwest Boundary Cap. The Cap (area described in Schedules 1 and 2) was installed along the northwest boundary of the Property as a barrier for receptors where PCBs in the soil exist below the vadose zone soil/groundwater interface, approximately 8 feet below ground surface (bgs), at concentrations greater than 0.74 mg/kg. The maximum concentration of total PCBs in soil beneath the Northwest Boundary Cap is 3,040 mg/kg (see Schedule 3, figures 14 through 18). The Cap construction details are described in Schedule 4 (sheets 6A and 6B) and as follows:

The Protective Multi-Media Cap in the northern property boundary was placed over this area at a depth starting at approximately 8 feet bgs and consists of five discrete media listed below in ascending order:

- Starting at approximately elevation 3.5 ft, Geotextile stabilization fabric (Marifi 500X) placed horizontally at the soil-groundwater interface approximately 8 feet below ground surface (bgs);
- Approximately 18 inches thickness of $\frac{3}{4}$ to 1 $\frac{1}{2}$ inch rock was placed on the geotextile for bottom stabilization (necessary to achieve compaction for import engineered fill);
- An additional layer of Geotextile separation fabric over the rock;
- Select import engineered fill was placed and compacted to not less than 90% relative compaction (ASTM D 1557); and,
- The surface was treated with Hydromulch (Terra-matrix SM @ 2,000 lbs/acre) and seeding (Pacific Coast Seed Native mix @ 54 lbs/acre) for erosion control as specified in Schedule 4 (sheet 9).

Geotextile was also placed vertically along the property line excavations as a separation material between existing neighboring native soil and imported backfill.

1.08 Northeast Boundary Cap. The Cap (area identified in Schedules 1 and 2) was installed along the northwest boundary of the Property as a barrier for receptors where PCBs in the soil exist below the vadose zone soil/groundwater interface, approximately 8 feet bgs, at concentrations greater than 0.74 mg/kg. The Northeast Boundary Cap includes a portion with a low permeable liner to prevent surface water infiltration into soil with PCBs that remains from 2 to 8 feet bgs (see Schedule 3). The maximum concentration of total PCBs in soil beneath the Northeast Boundary Cap is 59 mg/kg (see Schedule 3, figure 21). The Cap construction details are described in Attachment 4 (sheet 6B) and as follows:

The Protective Multi-Media Cap in the northeastern property boundary was placed over this area and consists of discrete media listed below in ascending order:

Liner Area

- Geotextile stabilization fabric (Marifi 500X) placed at the soil (sloping sidewall) and soil-groundwater interface (approximately elevation 3.5 ft);
- Select import engineered fill compacted to not less than 90% relative compaction was placed against the geotextile;
- Cushion, Liner & Geocomposite were placed in an “L” shaped fashion against the existing building sloping down to approximately elevation 9.5 ft where it transitions to a 1% slope away from the building and consist of the following media:
 - Geotextile fabric (10 oz./sq. yd.) to act as a cushion for the HDPE liner;
 - 40-mil high density polyethylene (Agru America MicroSpike HDPE with permeability less than 1×10^{-7} cm/sec per 40 CFR 761.75(b)(2)) liner was placed over the fabric;
 - Drainage geocomposite material (GSE Fabrinet 200-mil) was placed over the liner;
- Two feet of select import engineered fill, compacted to not less than 90% relative compaction (ASTM D 1557) was placed over the geocomposite to finished grade; and,
- Hydromulch and native seed was added for erosion protection.

Area Adjacent and South of the Liner (Similar to NW Cap)

- Starting at approximately elevation 3.5 ft and extending upward, geotextile stabilization fabric (Marifi 500X) placed at the soil-groundwater interface;
- Approximately 18 inches thickness of $\frac{3}{4}$ to 1 $\frac{1}{2}$ inch rock was placed over the geotextile for bottom stabilization;
- Geotextile separation fabric (Marifi 500X) was placed over the rock;
- Select import engineered fill compacted to not less than 90% relative compaction (ASTM D 1557) was installed to existing grade; and,
- Hydromulch and native seed was added for erosion protection.

1.09 Adjacent Land Uses and Population Potentially Affected. The Property is used for commercial use and is adjacent to commercial/industrial land uses.

ARTICLE II DEFINITIONS

2.01 Board. "Board" means the California Regional Water Quality Control Board San Francisco Bay Region and its successor agencies, if any.

2.02 Owner or Owners. "Owner" means the Covenantor, its successors in interest, and their successors in interest, including heirs and assigns, which at any time hold title to all or any portion of the Property.

2.03 Occupant. "Occupant" means Owners and any persons or entities entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

2.04 Improvements. "Improvements" shall mean all buildings, roads, driveways, walkways, landscaped areas and paved parking areas, constructed or placed upon any portion of the Property.

2.05 EPA. "EPA" shall mean the United States Environmental Protection Agency, generally.

2.06 EPA R9. "EPA R9" shall mean the United States Environmental Protection Agency Region 9.

ARTICLE III GENERAL PROVISIONS

3.01 Provisions to Run with the Land. This Covenant sets forth protective provisions, covenants, conditions and restrictions (collectively referred to as "Restrictions") upon and subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. The Restrictions set forth in Article IV are reasonably necessary to protect present and future human health and safety and the environment as a result of the presence on the land of hazardous materials. Each and all of the Restrictions shall run with the land, and pass with each and every portion of the Property, and shall apply to, inure to the benefit of, and bind the respective successors in interest thereof, for the benefit of the Board and all Owners and Occupants. Each and all of the Restrictions are imposed upon the entire Property unless expressly stated as applicable to a specific portion of the Property. Each and all of the Restrictions run with the land pursuant to section 1471 of the Civil Code. Each and all of the Restrictions are enforceable by the Board and EPA.

3.02 Concurrence of Owners and Lessees Presumed. All purchasers, lessees, or possessors of any portion of the Property shall be deemed by their purchase, leasing, or

possession of such Property, to be in accord with the foregoing and to agree for and among themselves, their heirs, successors, and assignees, and the agents, employees, and lessees of such owners, heirs, successors, and assignees, that the Restrictions as herein established must be adhered to for the benefit of the Board and the Owners and Occupants of the Property and that the interest of the Owners and Occupants of the Property shall be subject to the Restrictions contained herein.

3.03 Incorporation into Deeds and Leases. Owner agrees to and covenants that the Restrictions set out herein shall be incorporated in and attached to each and all deeds and leases of any portion of the Property. Recordation of this Covenant shall be deemed binding on all successors, assigns, and lessees, regardless of whether a copy of this Covenant and Agreement has been attached to or incorporated into any given deed or lease.

3.04 Notice in Agreements. After the date of recordation hereof, all Owners and Occupants shall execute a written instrument which shall accompany all purchase agreements or leases relating to the property. Any such instrument shall contain the following statement:

The land described herein contains hazardous materials in soils and in the groundwater under the property, and is subject to a deed restriction dated as of _____, 2013, and recorded on _____, 2013, in the Official Records of San Mateo County, California, as Document No. _____, which Covenant and Restriction imposes certain covenants, conditions, and restrictions on usage of the property described herein. This statement is not a declaration that a hazard exists.

3.05 Purpose. It is the purpose of this instrument to convey to the Board real property rights, which will run with the land, to facilitate the remediation of past environmental contamination and to protect human health and the environment by reducing the risk of exposure to residual hazardous materials.

ARTICLE IV RESTRICTIONS

4.01 Restrictions on Development and Use. Owner agrees and covenants to restrict the use of the Property as follows:

- a. Development of the Property shall be restricted to industrial, commercial, or office space.
- b. No residence for human habitation shall be permitted on the Property.
- c. No hospitals shall be permitted on the Property.
- d. No schools for persons under 21 years of age shall be permitted on the Property.

- e. No day care centers for children or day care centers for senior citizens shall be permitted on the Property.
- f. All grading, excavation, and/or trenching on the portions of the property excluded and separate from the "Cap Areas" (as more fully depicted on attached Schedules 1 and 2), and any backfilling necessary, shall be managed by Owner or his agent in accordance with the terms of this Covenant and all applicable provisions of local, state, and federal law.
- g. All uses and development of the Property shall be consistent with any applicable Board order or Board and/or EPA R9 approved monitoring and maintenance plan. All uses and development shall preserve the integrity of any Cap, any remedial measures taken or remedial equipment installed, and any groundwater monitoring system installed on the Property pursuant to the requirements of the Board, unless otherwise expressly permitted in writing by the Board and EPA R9.
- h. No Owners or Occupants of the Property or any portion thereof shall drill, bore, otherwise construct, or use a well for the purpose of extracting water for any use, including but not limited to, domestic, potable, or industrial uses, unless expressly permitted in writing by the Board.
- i. No excavation into or below groundwater table, groundwater dewatering and/or discharge will be allowed unless expressly permitted in writing by the Board.
- j. The Owner shall notify the Board and EPA R9 of each of the following: (1) The type, cause, location and date of Owner's discovery of disturbance to any Cap, any remedial measures taken or remedial equipment installed, and of the groundwater monitoring system installed on the Property pursuant to the requirements of the Board, which could affect the ability of such Cap or remedial measures, remedial equipment, or monitoring system to perform their respective functions and (2) the type and date of repair of such disturbance. Notifications to the Board and EPA R9 shall be made by registered mail within fourteen (14) working days of the discovery of such disturbance and fourteen (14) working days after completion of any repairs.
- k. No Owner or Occupant of the Property shall act in any manner that will aggravate or contribute to the existing environmental conditions of the Property. All use and development of the Property shall preserve the integrity of any capped areas.

4.02 Restrictions within Cap Areas. Owner agrees and covenants to restrict the use of the Property within the Cap Areas as follows:

- a. The Cap Areas will be restricted such that no structures are to be located over these areas, no grading, excavation or trenching is permitted, and land use is limited to the allowable uses under Paragraph 4.01 unless otherwise approved by

the Board and EPA R9, consistent with the terms of this Covenant.

- b. To cancel or modify the engineering controls associated with the Caps, Owner must receive written approval from the Board and EPA R9. As part of any application for such cancellation or modification of the engineering controls, Owner shall include a work plan prepared by a California Licensed Engineer or Engineering Geologist describing (1) how PCB impacted soil will be managed and disposed and (2) how the concentration of PCBs in soils remaining after removal of all or a portion of the PCB contaminated soils beneath the Cap will be verified. The work plan shall include, but not be limited to, a sampling and analysis plan, a soil management plan, transportation and disposal plan, and a health and safety plan. In preparation of the work plan, Owner shall consult with all agencies having jurisdiction over the matter, including EPA R9, the Board, Redwood City, and other necessary local, state, or federal agencies. Work related to the Cap Area modifications may commence once approvals have been received from the appropriate regulatory agencies, in accordance with any schedules set forth in such approvals.
- c. Prior to any development or earthwork on the Property, the owner shall notify all contractors performing such work of the existence and purpose of the Caps and assure they are protected.
- d. The Caps have erosion control best management practices (hydromulch and seeding) in place and vegetation is established for erosion control. Owner shall maintain the erosion control by mowing these areas and removing any growth with a stock/stem at the ground surface greater than ¼ inch in diameter once a year or as needed. Mowing shall occur when dry vegetation height becomes greater than 8-inches in length as required by local fire code (RCC 14.38).
- e. Public access to the Property shall be limited by a fenced enclosure and/or the adjacent building walls.
- f. Owner shall have a California Licensed Engineer or Engineering Geologist perform a general inspection annually of the Cap Areas to observe and document the land use of those areas and to determine that no structures are constructed over the Caps and that Cap integrity is not compromised by inadvertent signs, piers, vandalism, or natural causes. Survey hubs have been placed at the corners of the Cap Areas for use as reference points for these inspections. If protective components are found to be disturbed, Owner shall notify in writing the Board and the EPA R9 within 72 hours of discovery, consistent with Paragraph IV.4.02.i of this Covenant.
- g. Owner shall provide reports of inspections to the Board and EPA R9 within sixty (60) days of the inspection, including area photographs taken on the day of inspection. Such reports shall include, among other relevant information, a description of observations, any maintenance performed, and any corrective

measures to be taken.

- h. No Improvements shall be placed in the Cap Areas except that such areas may be landscaped, paved, and used as parking or driveway areas consistent with a Board and EPA R9 approved Cap modification plan. The Owner shall explain in the application for such a modification plan if the proposed improvement will become the final, permanent cap in the Cap Area, and shall propose monitoring and maintenance requirements for the permanent cap. The cap modification plan will become a part of and enforceable under this Covenant upon approval by the Board and EPA R9.
- i. The Cap Areas must be inspected, repaired, and maintained in perpetuity. Repairs to the Caps must be completed within 72 hours after physical damage or deterioration having been noticed on any of the Caps during the annual inspection or at any time when such a finding is made. The Board and EPA R9 must be notified of such findings and repairs within 72 hours after completion of any necessary repairs.
- j. In the event that neighboring properties make vertical excavations adjacent to the Cap Areas whereas lateral support at the property line would be removed, the Board and EPA R9 must be notified of such findings within 72 hours. Owner shall submit to the Board and EPA R9 a plan to protect the Caps for approval by the Board and EPA R9 within fourteen (14) days of discovery of such excavation, if requested by Board or EPA R9 after notification of discovery.

4.03 Access for Board and EPA. The Board and EPA representatives shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities as to the Cap Areas and the Property consistent with the purposes of this Covenant, as deemed necessary by the Board and/or EPA to protect the public health and safety and the environment.

4.04 Changes to Use or Condition of Property. Any changes to land use, movement of contaminated soils (such as PCB contaminated soils) requires notification by the Owner to, and additional approval from EPA R9 and the Board. Any discovery of new contamination (including contamination due to PCBs) requires notification by the Owner to EPA R9 and the Board.

ARTICLE V ENFORCEMENT

5.01 Enforcement. Failure of the Owner to comply with any of the Restrictions set forth in Paragraphs 4.01 and 4.02 shall be grounds for the Board and/or EPA, by reason of this Covenant, to have the authority to require that the Owner modify or remove any Improvements constructed in violation of those paragraphs or otherwise take appropriate action to come into compliance with the terms of this Covenant. Violation of this Covenant shall be grounds for the Board and/or the EPA to file civil and/or criminal

actions against the Owner as provided by law.

ARTICLE VI VARIANCE, TERMINATION, AND TERM

6.01 Variance. Any Owner or, with the Owner's written consent, any Occupant of the Property or any portion of the Property seeking variance from the provisions of this Covenant must apply to the Board and EPA R9 for such variance. An Owner or Occupant may only vary from the terms of this Covenant with written approval from both the Board and EPA R9.

6.02 Termination. Any Owner or, with the Owner's written consent, any Occupant of the Property or any portion of the Property, seeking termination of the Restrictions or other terms of this Covenant as they apply to all or any portion of the Property must apply to the Board and EPA R9 for such termination. An Owner or Occupant may only terminate Restrictions of this Covenant with written approval from both the Board and EPA R9.

6.03 Term. Unless ended in accordance with Paragraph 6.02 or by other lawful proceeding impacting the status of this Covenant, this Covenant shall continue in effect in perpetuity. Owner shall notify the Board and EPA R9 in writing within thirty (30) days of his or her knowledge of such attempted or actual termination of all or part of this Covenant.

ARTICLE VII MISCELLANEOUS

7.01. No Dedication Intended. Nothing set forth herein shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property or any portion thereof to the general public.

7.02 Notices. Whenever any person gives or serves any notice, demand, or other communication with respect to this Covenant, each such notice, demand, or other communication shall be in writing and shall be deemed received (1) when delivered, if personally delivered to the person being served or official of a government agency being served, or (2) three (3) business days after deposit in the mail if mailed by United States mail, postage paid certified, return receipt requested:

If to Covenantor:

Pentair Thermal Management LLC
307 Constitution Drive
Menlo Park, CA 94025
Attention: Director

If to the Board:

San Francisco Regional Water Quality Control Board
1515 Clay St., Suite 1400
Oakland, CA 94612
Attention: Executive Officer

If to EPA R9:

United States Environmental Protection Agency, Region 9
75 Hawthorne Street
San Francisco, CA 94105
Attention: PCB Coordinator

7.03 Partial Invalidity. If any portion of the Restrictions or terms set forth herein is determined to be invalid for any reason, the remaining portion shall remain in full force and effect as if the invalidated portion had not been included herein.

7.04 Non-impairment of Mortgage Liens. No breach of this Covenant shall affect, impair, defeat, or render invalid the lien or charge of any mortgage or deed of trust made in good faith and for value encumbering the Property or any portion thereof, regardless of the respective dates of recordation. This Covenant and the Restrictions shall be binding upon any Owner whose title is derived through foreclosure or trustee's sale or conveyance in lieu thereof.

7.05 Article Headings. Headings at the beginning of each numbered article of this Covenant are solely for the convenience of the parties and are not a part of the Covenant.

7.06 Recordation. This instrument shall be executed by the Covenantor and by the Executive Officer of the Board. This instrument shall be recorded by the Covenantor in the County of San Mateo within ten (10) days of the date of execution. The Covenantor shall provide the Board and EPA R9 with copies of the recorded covenant within ten (10) days after the date of recordation.

7.07 References. All references to Code sections include successor provisions.

7.08 Construction. Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the Covenant to affect the purpose of this instrument and the policy and purpose of the California Water Code and/or TSCA. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

IN WITNESS WHEREOF, the parties execute this Covenant as of the date set forth above.

Covenantor: Tyco Thermal Controls LLC (Pentair Thermal Management)
By: [Signature] Spencer K Leslie
Title: Director
Date: Jan 24, 2013

Agency: State of California
Regional Water Quality Board,
San Francisco Bay Region

By: [Signature]
Title: Executive Officer
Date: Jan. 24, 2013

STATE OF CALIFORNIA)
)
COUNTY OF SAN MATEO)

On 2-24, 2013 before me, the undersigned a Notary Public in and for said state, personally appeared [Covenantor], personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument.

WITNESS my hand and official seal.

Ken Merck
Notary Public in and for said
County and State



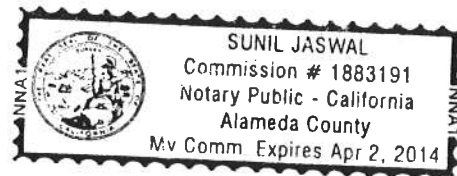
ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
)
COUNTY OF SAN MATEO)

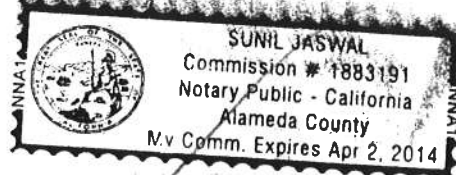
On _____, 2013 before me, the undersigned a Notary Public in and for said state, personally appeared [EXECUTIVE OFFICER], personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument.

WITNESS my hand and official seal.

Notary Public in and for said
County and State



State of California, County of Alameda
On 01-24-13 before me, Sunil Jaswal
Notary Public, personally appeared Bruce H. Wager
who proved to me on the basis of satisfactory evidence to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged
to me that he/she/they executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California
that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.



[Signature] Notary Public

ACKNOWLEDGMENT

State of California

County of San Francisco

On 1-24-2013 before me, Ken Merck
(insert name and title of the officer)

personally appeared Spencer Kirby Leslie
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



SCHEDULE 1
LEGAL DESCRIPTION OF THE CAPS

LANDS OF TYCO THERMAL CONTROLS LLC
NORTHERN BOUNDARY RESTRICTED USE AREA EASEMENT
LEGAL DESCRIPTION

BEING a Restricted Use Area Easement over a portion of that certain real property situated in the City of Redwood City, County of San Mateo, State of California, said real property being further described as PARCEL 2 of the GRANT DEED from Tyco International (PA) Inc., a Nevada Corporation, to Tyco Thermal Controls LLC, a Delaware limited liability company, and recorded March 27, 2002 as Document # 2002-059142 in the Official Records of said County, and said portion also being more particularly described as follows:

COMMENCING at the most easterly corner of said PARCEL 2, said most easterly corner also being a point on the northwesterly line of Charter Street, 60.00 feet wide, as shown on the map entitled "Redwood Industrial Tract No. 1" and recorded in Book 27 of Maps at Page 39 in the Office of the County Recorder of said County, and said point also being a point on the southerly line of the lands described in the Deed from Walkup Company, a corporation, to Pine and Co., a partnership, and recorded September 28, 1951 in Book 2135 of Official Records at Page 597 in the Office of the County Recorder of said County;

THENCE along said northwesterly line of Charter Street, South 28°50'30" West, 164.96 feet to the beginning point of a tangent curve, concave westerly and having a radius of 20.00 feet;

THENCE southwesterly along said curve, through a central angle of 72°56'30", an arc length of 25.46 feet to the northerly line of Bay Road as shown on said map;

THENCE along said northerly line, North 78° 13'00" West, 207.64 feet;

THENCE continuing along said northerly line, North 81°03'21" West, 405.24 feet to the most westerly corner of Lot 4 of Block 4 as shown on said map, said most westerly corner also being a point on a non-tangent curve concave northwesterly and having a radius of 477.68 feet, a radial line to said most westerly corner bears South 24°41'21" East;

THENCE along said curve and also along the boundary line of said Lot 4, through a central angle of 10°13'26", an arc length of 85.24 feet;

THENCE continuing along said boundary line of Lot 4 and tangent to said last mentioned curve, North 55°05'13" East, 90.12 feet;

THENCE leaving said boundary line of Lot 4, South 34°54'47" East, 10.00 feet to a point on the southeasterly line of the 20 foot wide strip of land described as Parcel One in the Deed from California Pacific Title Insurance Company, et al., to Southern Pacific Railroad Co. and recorded January 4, 1955 in Book 2719 of Official Records at Page 21 in the Office of the County Recorder of said County, said point also being the TRUE POINT OF BEGINNING;

THENCE along said southeasterly line, North 55°05'13" East, 143.17 feet to the beginning point of a tangent curve, concave southeasterly and having a radius of 467.68 feet;

THENCE continuing along said southeasterly line and also northeasterly along said curve, through a central angle of 22°15'13", an arc length of 181.65 feet;

THENCE leaving said southeasterly line, South 28°29'15" East, 16.65 feet;

THENCE South 61°47'59" West, 47.38 feet;

THENCE South 20°07'06" East, 11.24 feet;

THENCE South 63°23'05" West, 74.45 feet;
THENCE North 28°13'54" West, 11.33 feet;
THENCE South 60°04'20" West, 197.65 feet;
THENCE North 32°24'04" West, 17.59 feet to the TRUE POINT OF BEGINNING;
CONTAINING 9362 square feet of land, more or less.

The above legal description is shown on the attached Exhibit "A" and by reference hereto made a part hereof.



LANDS OF TYCO THERMAL CONTROLS LLC
NORTHEASTERN BOUNDARY RESTRICTED USE AREA EASEMENT
LEGAL DESCRIPTION

BEING a Restricted Use Area Easement over a portion of that certain real property situated in the City of Redwood City, County of San Mateo, State of California, said real property being further described as PARCEL 2 of the GRANT DEED from Tyco International (PA) Inc., a Nevada Corporation, to Tyco Thermal Controls LLC, a Delaware limited liability company, and recorded March 27, 2002 as Document # 2002-059142 in the Official Records of said County, and said portion also being more particularly described as follows:

COMMENCING at the most easterly corner of said PARCEL 2, said most easterly corner also being a point on the northwesterly line of Charter Street, 60.00 feet wide, as shown on the map entitled "Redwood Industrial Tract No. 1" and recorded in Book 27 of Maps at Page 39 in the Office of the County Recorder of said County, and said point also being a point on the southerly line of the lands described in the Deed from Walkup Company, a corporation, to Pine and Co., a partnership, and recorded September 28, 1951 in Book 2135 of Official Records at Page 597 in the Office of the County Recorder of said County;

THENCE along said southerly line of the lands of Pine and Co., North 78°44'27" West, 101.01 feet to the TRUE POINT OF BEGINNING;

THENCE continuing along said southerly line, North 78°44'27" West, 79.89 feet to the southwesterly corner of said lands of Pine and Co.;

THENCE leaving said southerly line, South 10°15'40" West, 30.02 feet;

THENCE South 78°26'19" East, 80.24 feet;

THENCE North 09°37'45" East, 30.44 feet to the TRUE POINT OF BEGINNING;

CONTAINING 2420 square feet of land, more or less.

The Basis of Bearings for the above legal description is said map entitled "Redwood Industrial Tract No. 1".

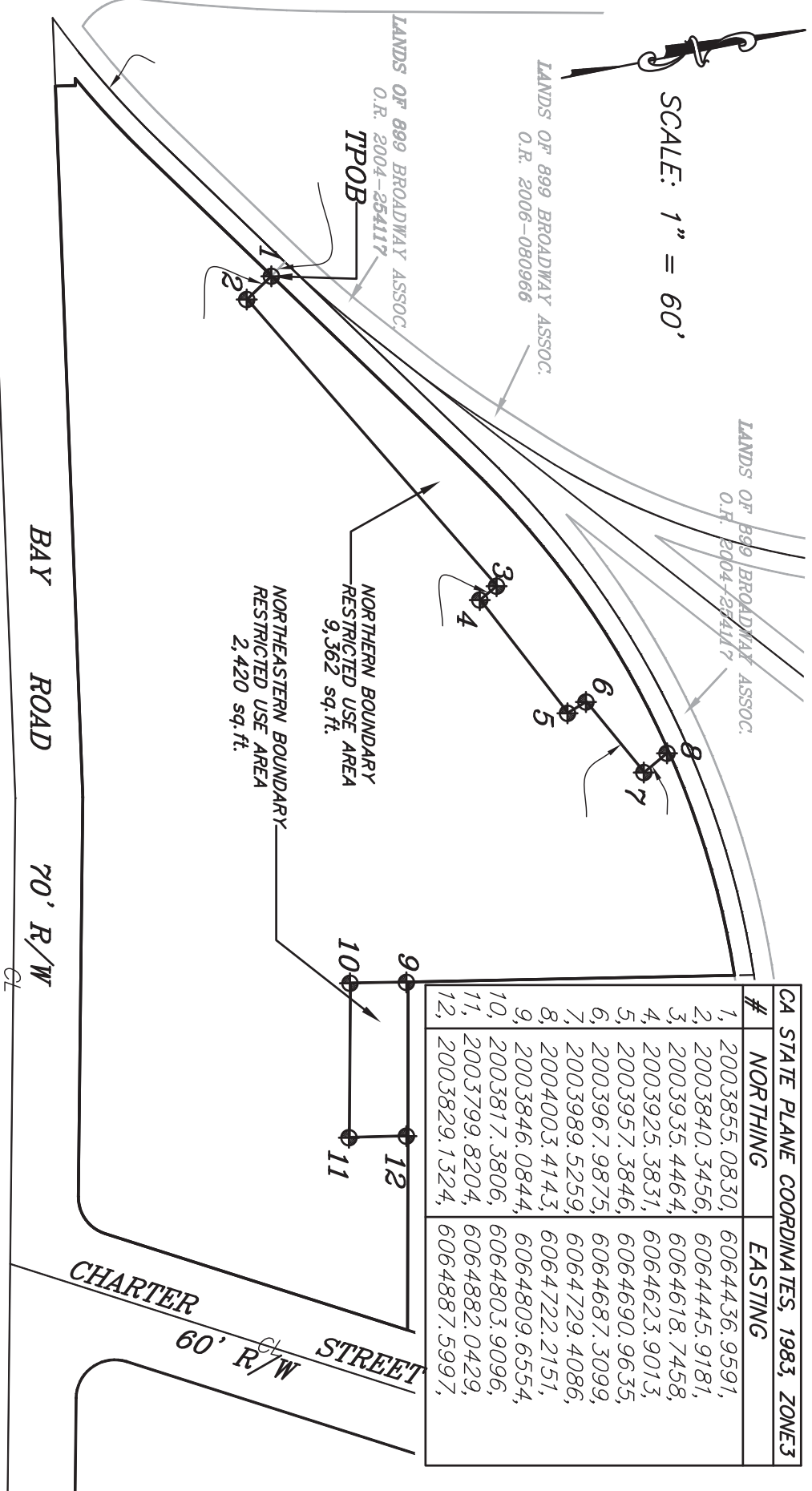
The above legal description is shown on the attached Exhibit "A" and by reference hereto made a part hereof.



SCHEDULE 2

LEGAL DESCRIPTION DEPICTION OF THE CAP AREAS

SCALE: 1" = 60'



CA STATE PLANE COORDINATES, 1983, ZONE 3		
#	NORTHING	EASTING
1,	2003855.0830,	6064436.9591,
2,	2003840.3456,	6064445.9181,
3,	2003935.4464,	6064618.7458,
4,	2003925.3831,	6064623.9013,
5,	2003957.3846,	6064690.9635,
6,	2003967.9875,	6064687.3099,
7,	2003989.5259,	6064729.4086,
8,	2004003.4143,	6064722.2151,
9,	2003846.0844,	6064809.6554,
10,	2003817.3806,	6064803.9096,
11,	2003799.8204,	6064882.0429,
12,	2003829.1324,	6064887.5997,

LEGEND:

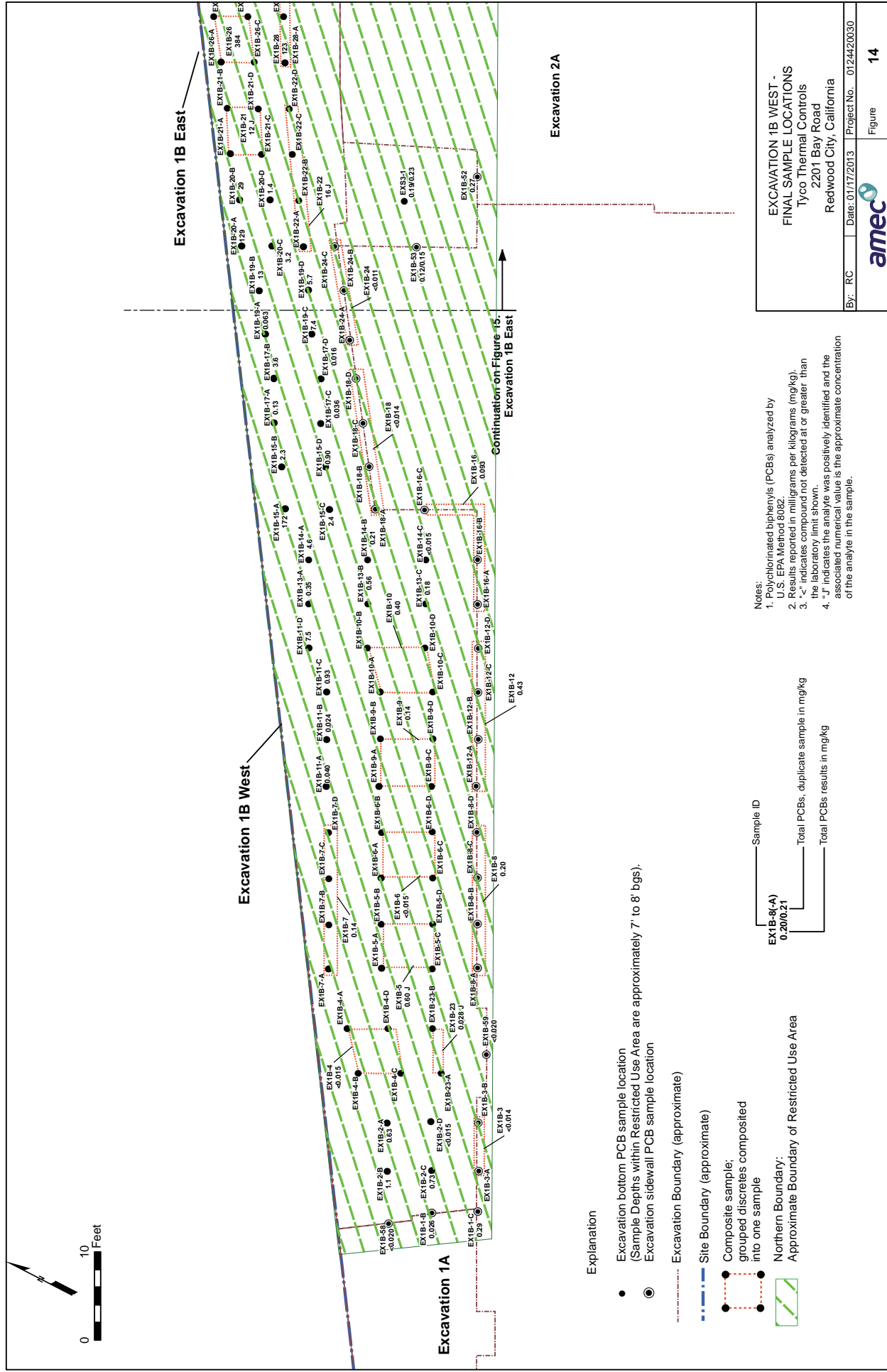
- R/W RIGHT OF WAY
- CL CENTER LINE
- PROPERTY LINE
- EASEMENT
- POC POINT OF COMMENCEMENT
- TPOB TRUE POINT OF BEGINNING

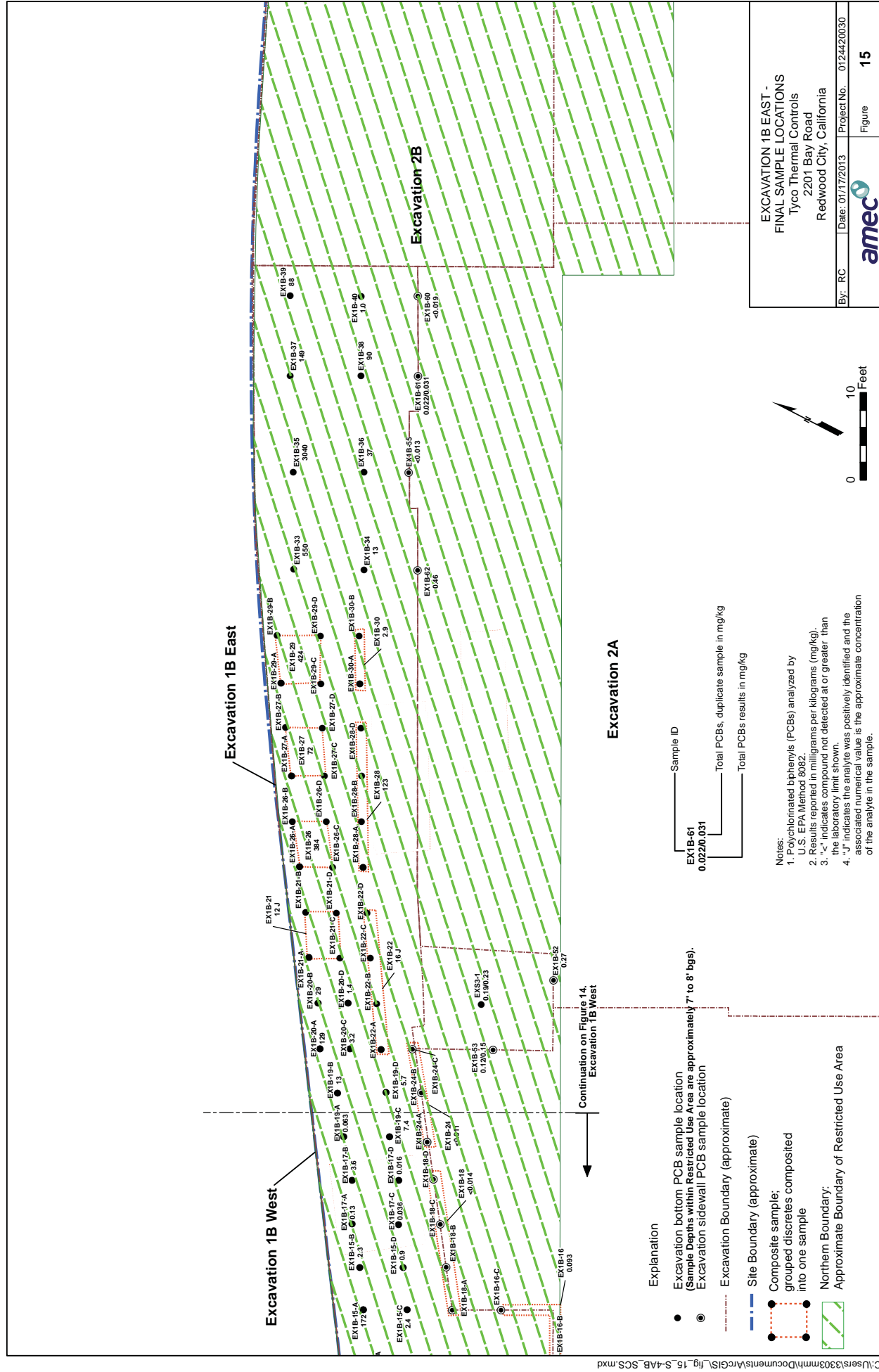


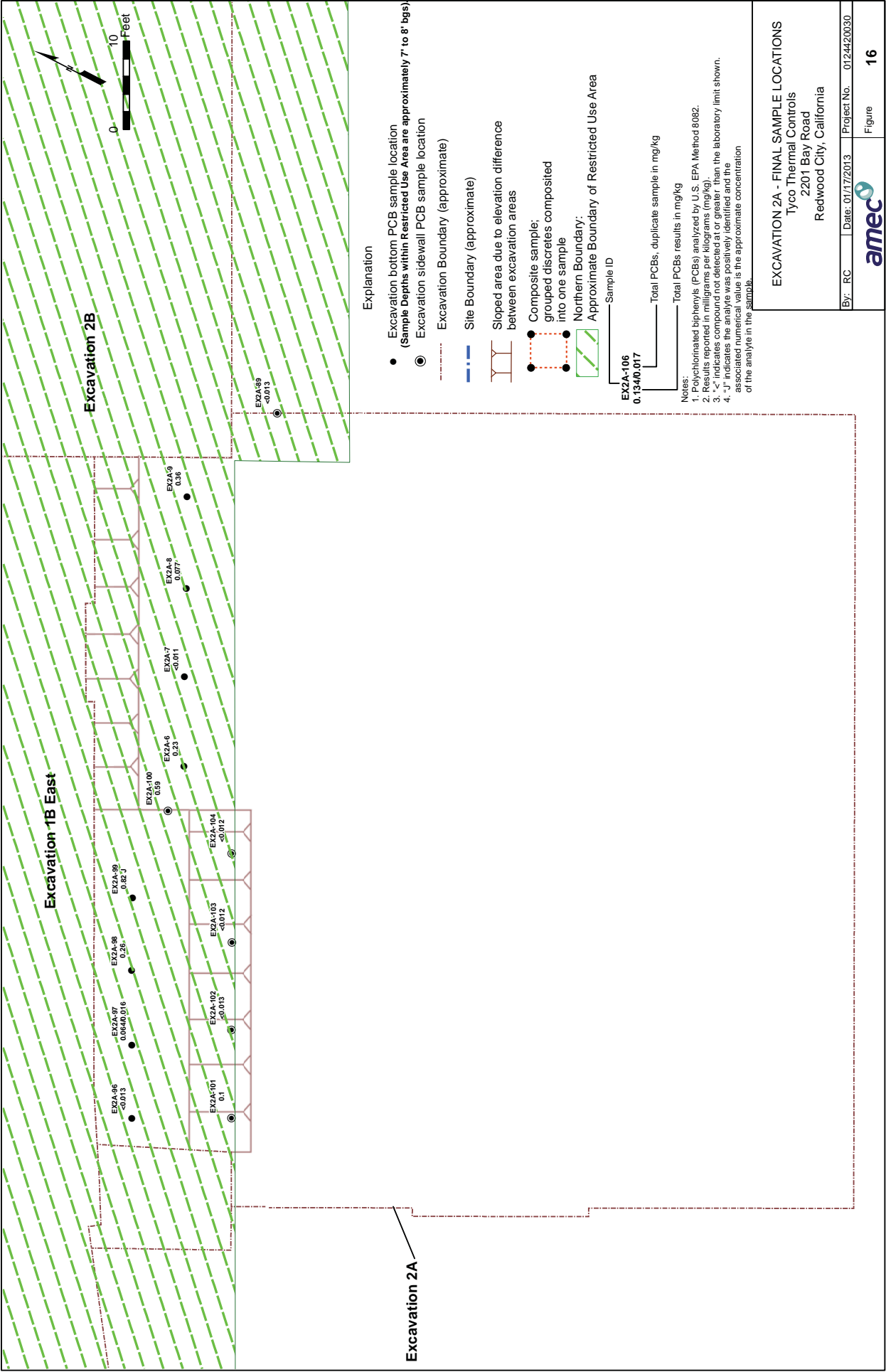
EXHIBIT "B"		RESTRICTED USE AREAS (COORDINATES)		REVISIONS	
DATE	10/25/12	2201 BAY ROAD REDWOOD CITY CA		DATE	01/21/13
JOB NO	09-1498	777 WOODSIDE RD, # 24, REDWOOD CITY CA.		DATE	
SCALE	1"=60'	trac/holmes associates 650 366 0216 650 366 0298 (F)		PAGE	2 OF 2

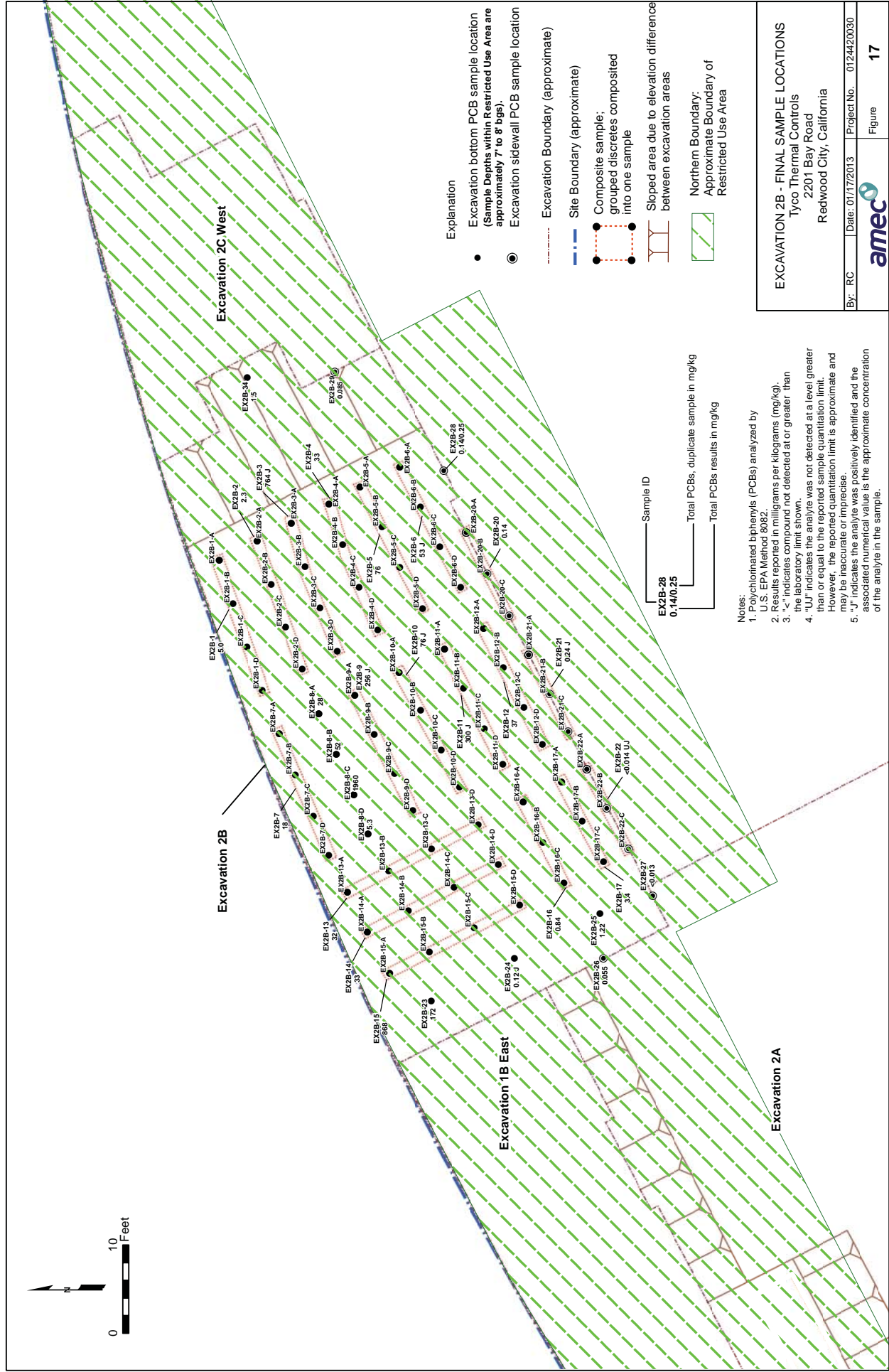
SCHEDULE 3

PCB CONCENTRATIONS IN SOIL REMAINING IN CAP AREAS



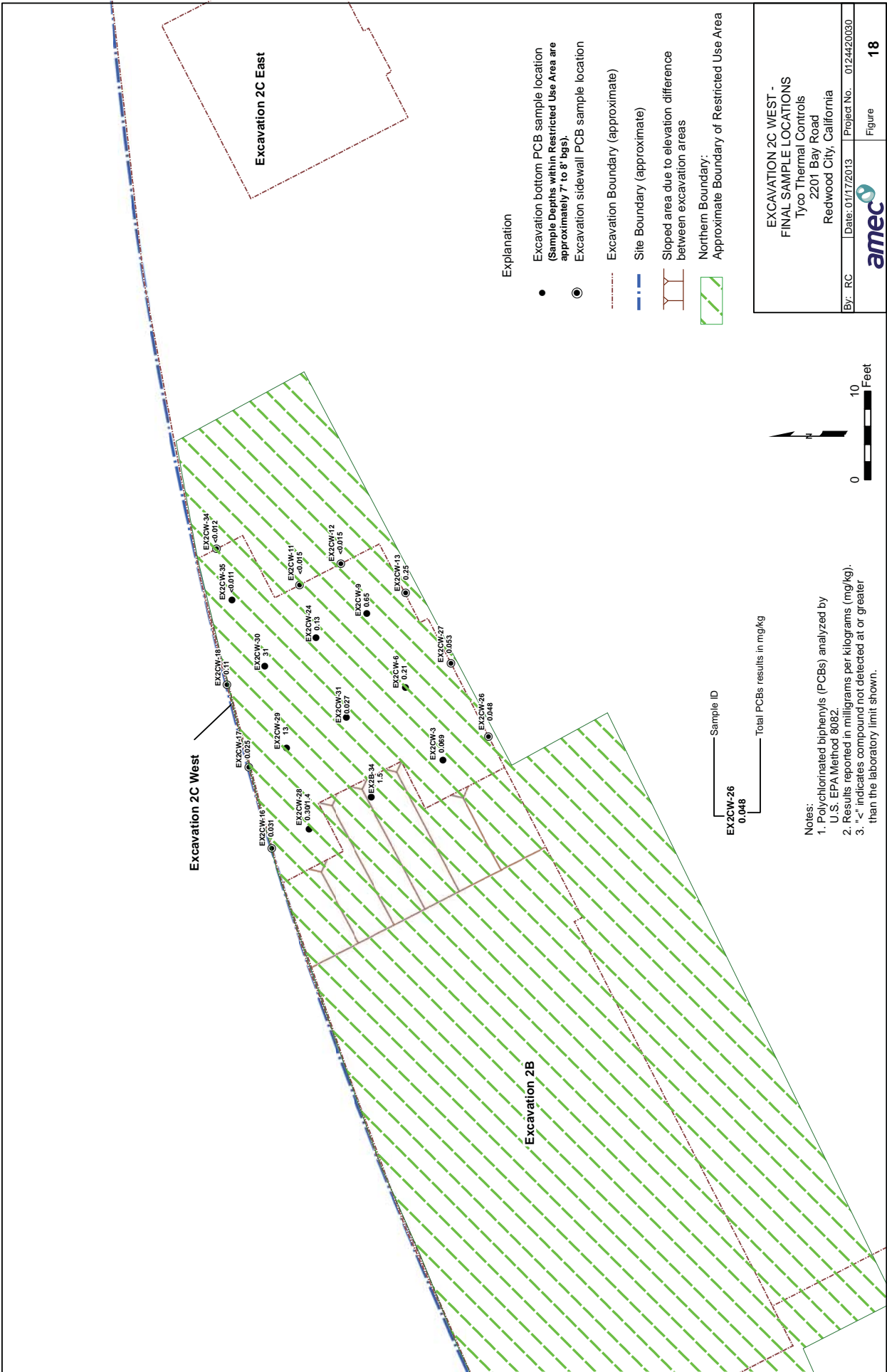


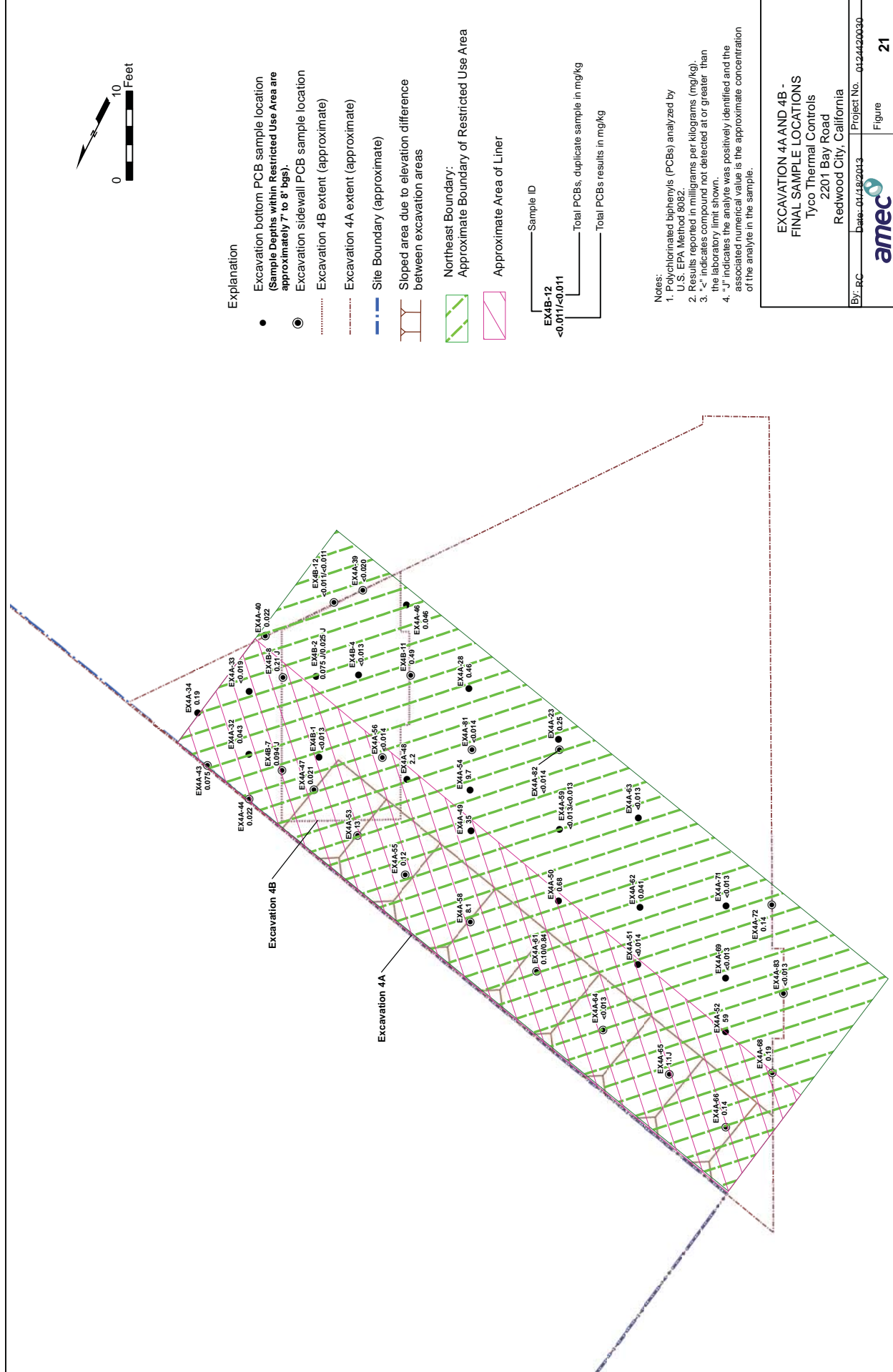




EXCAVATION 2B - FINAL SAMPLE LOCATIONS Tyco Thermal Controls 2201 Bay Road Redwood City, California

By: RC	Date: 01/17/2013	Project No. 0124420030	Figure 17
amec			





SCHEDULE 4
SITE AND CAP AS-BUILT PLANS

TYCO REMEDIATION PROJECT AS-BUILT PLANS

2201 BAY ROAD

REDWOOD CITY, CALIFORNIA

OWNER: TYCO THERMAL CONTROLS, LLC
307 CONSTITUTION DRIVE
MENLO PARK, CA 94025

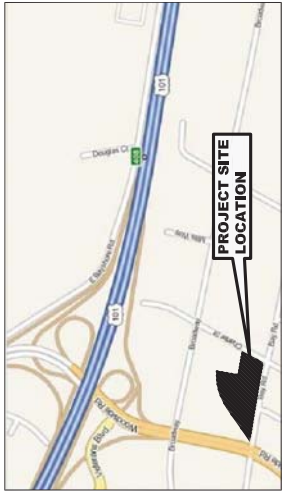
APN# 054-022-150, LOT 4, BLOCK 4 REDWOOD
SITE: 2.7 ACRES

INDEX OF SHEETS

DWG. No.

DESCRIPTION

1. TITLE SHEET
2. GENERAL NOTES
3. SITE PLAN
4. CONCRETE AND ASPHALT DEMOLITION PLAN
5. PCB IMPACTED SOIL EXCAVATION PLAN
- 6A. SHORING SECTION AND MISCELLANEOUS DETAILS
- 6B. MULTI-MEDIA CAP DETAILS
7. GRADING PLAN
8. SEDIMENTATION AND EROSION CONTROL PLAN
9. SEDIMENTATION AND EROSION CONTROL NOTES AND DETAILS



VICINITY MAP



LOCATION MAP

SECTION AND DETAIL CROSS-REFERENCING CONVENTION

1. EXPLANATION OF 'SECTION' OR 'DETAIL' SYMBOL.
'SECTION' OR 'DETAIL' IDENTIFICATION NUMBER
OR LETTER.



PROJECT NO.	2210029.02
DATE	10-30-12
SCALE	AS SHOWN
DRAWING NO.	20,989
1 of 9	

Environmental Consultants

CLIENT:	TYCO THERMAL CONTROLS, LLC 307 CONSTITUTION DRIVE MENLO PARK, CA 94025
PROJECT TITLE:	TYCO REMEDIATION PROJECT 2201 BAY ROAD REDWOOD CITY, CALIFORNIA
SHEET NO.	1
SHEET TOTAL	9

NO.	1
PERMIT REVIEW	1
AS-BUILTS	1
DATE	11-9-12
REVISION	1

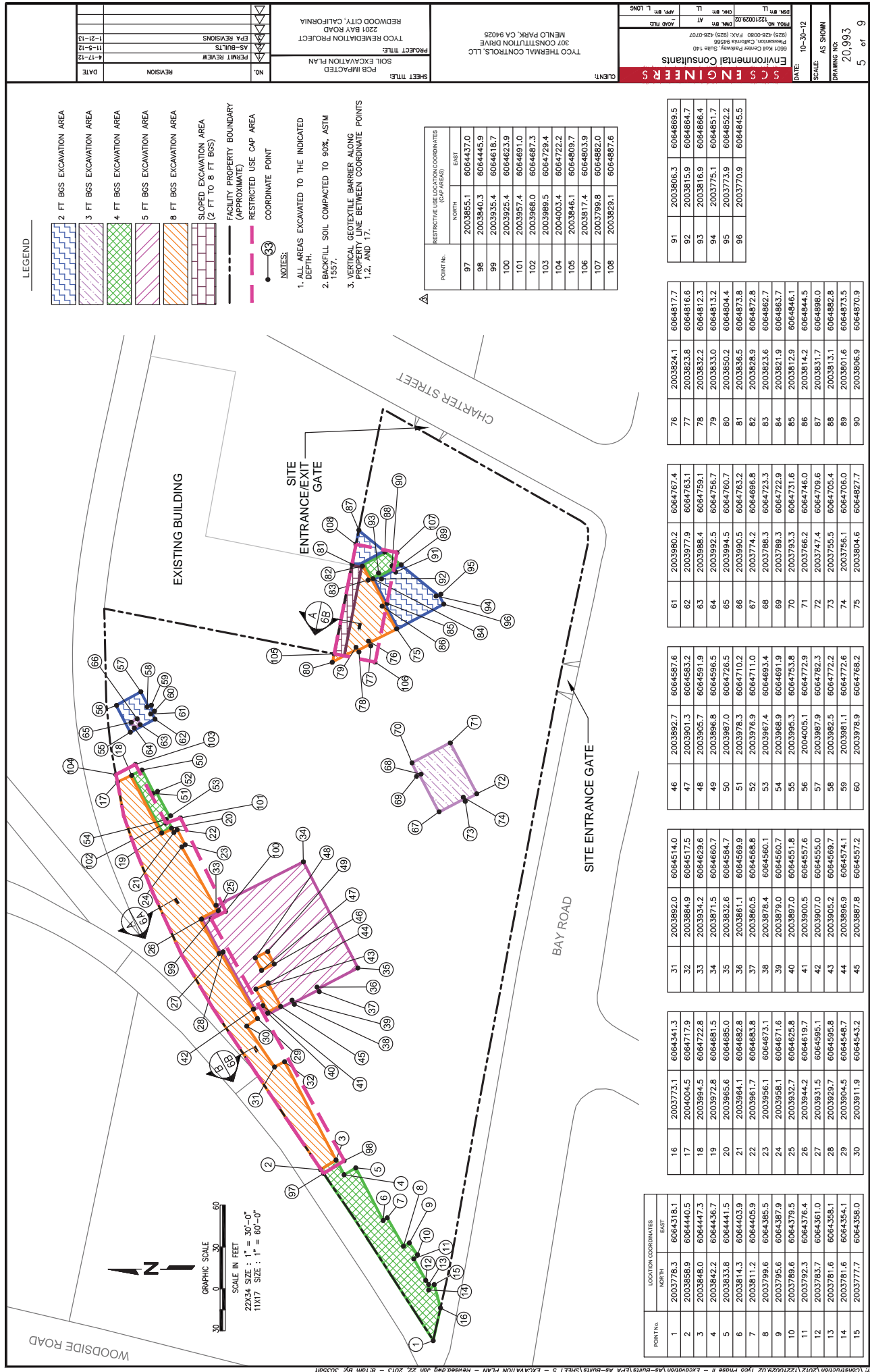
CLIENT:

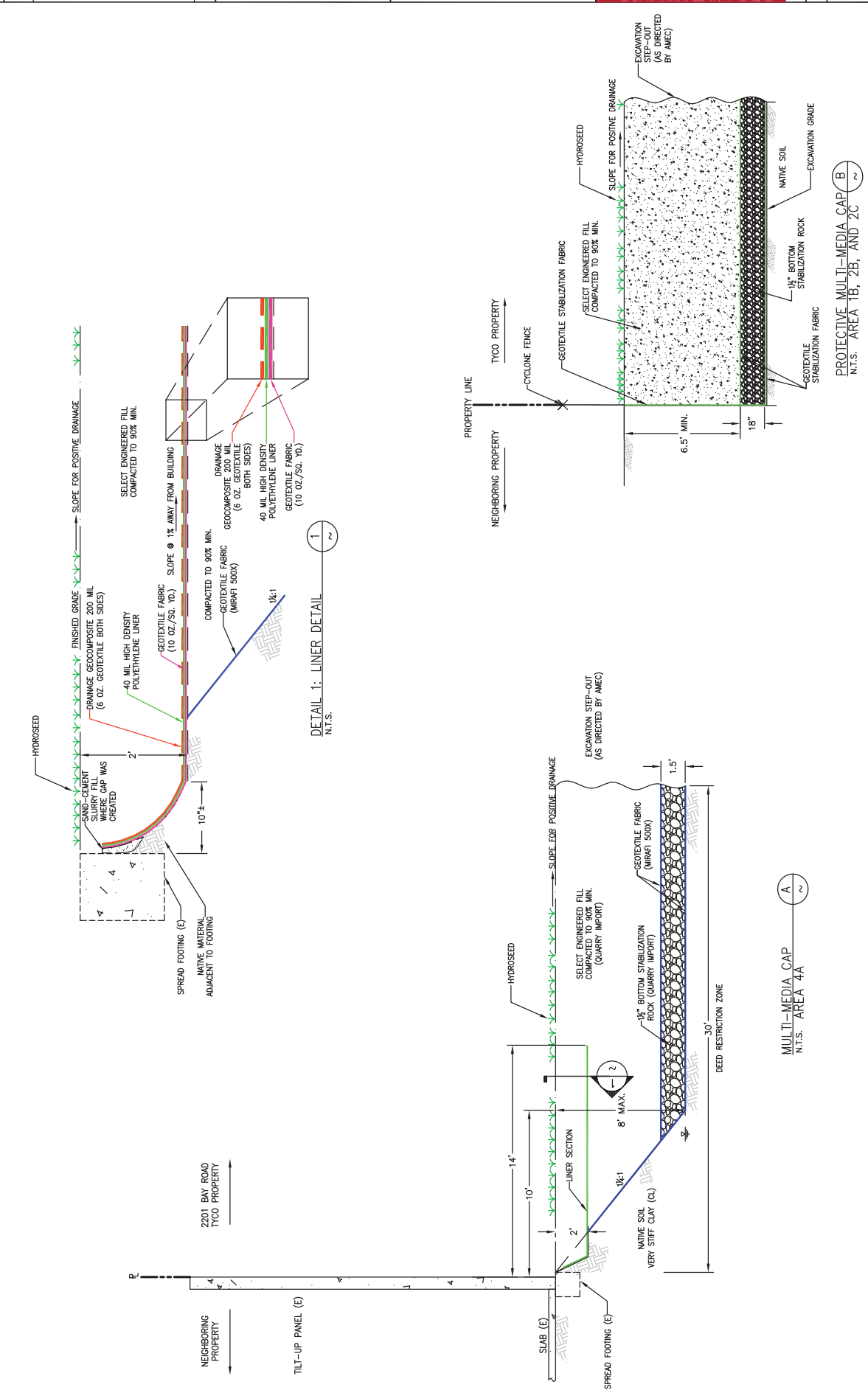
<p>SHEET TITLE: CONCRETE AND ASPHALT DEMOLITION</p>	<p>PROJECT TITLE: TYCO REMEDIATION PROJECT 2201 BAY ROAD REDWOOD CITY, CALIFORNIA</p>
----------------------------------------------------------------	----------------------------------------------------------------------------------------------------------

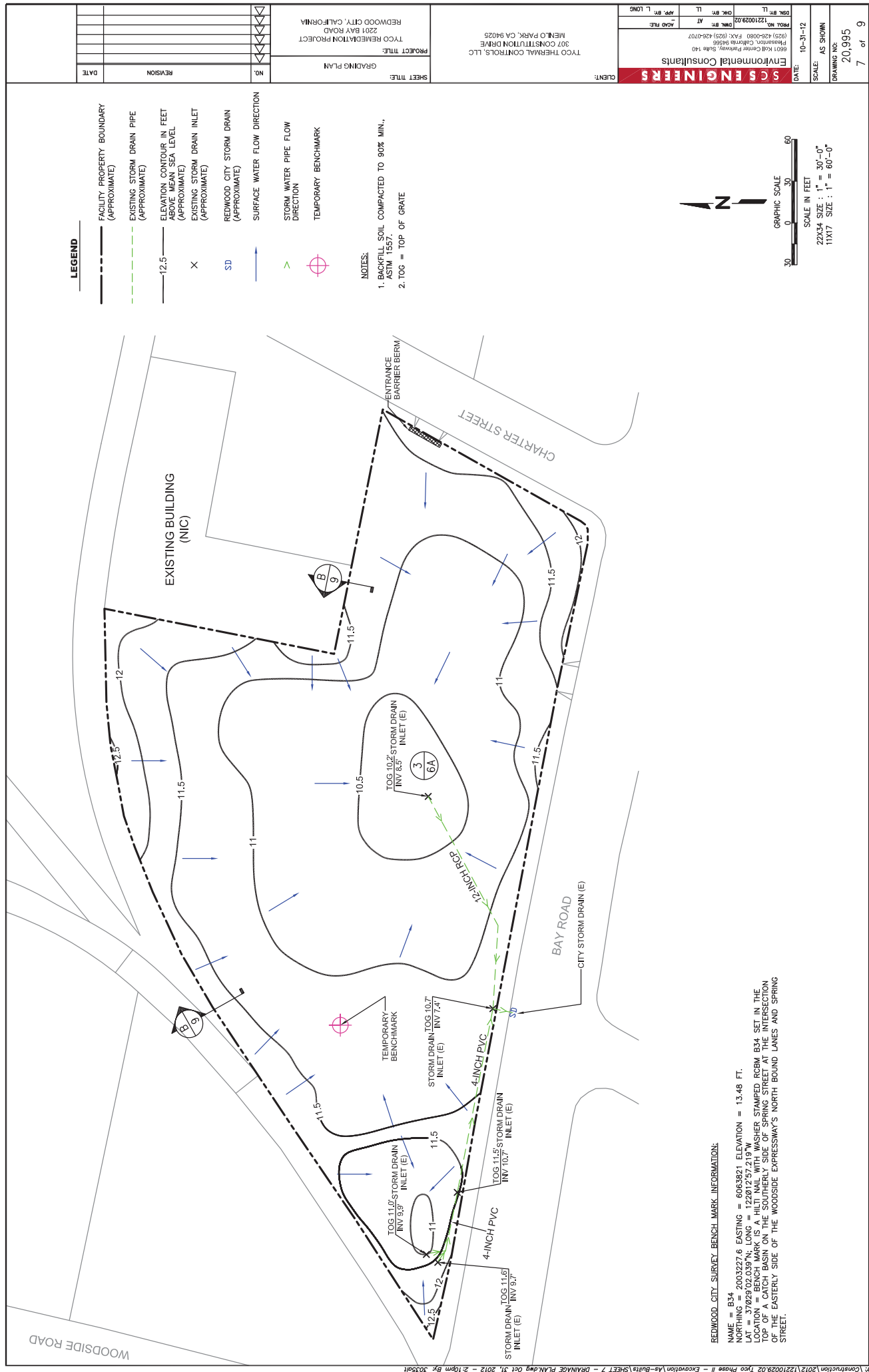
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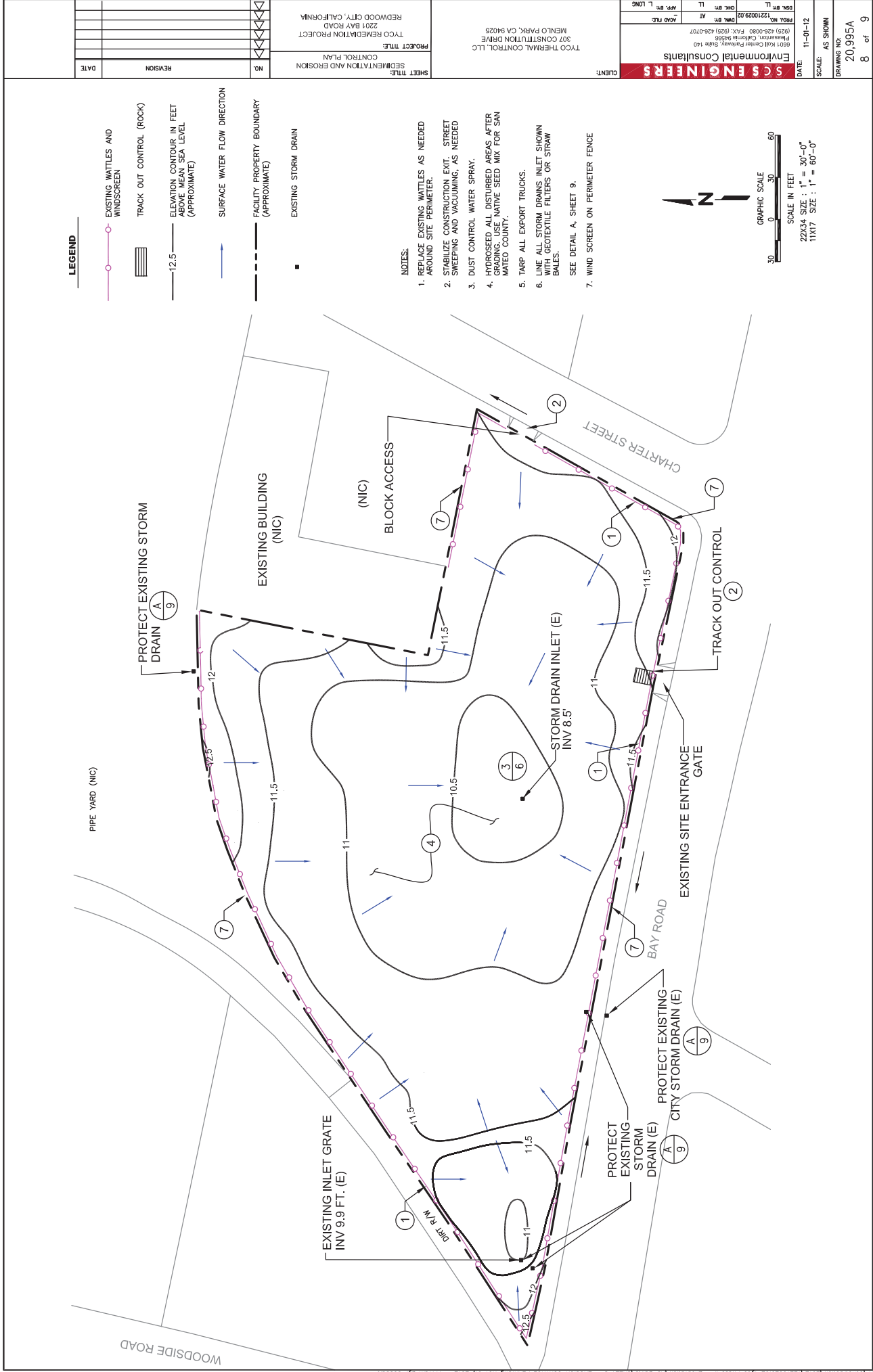


POINT No.	LOCATION COORDINATES	
	NORTH	EAST
1	2003601.5	6064417.1
2	20035815.3	6064443.1
3	2003788.9	6064457.1
4	2003775.1	6064431.1
5	2003600.7	6064482.4
6	2003927.1	6064468.4
7	2003942.1	6064493.7
8	2003967.7	6064481.1
9	2003981.2	6064506.7
10	2003958.6	6064520.3









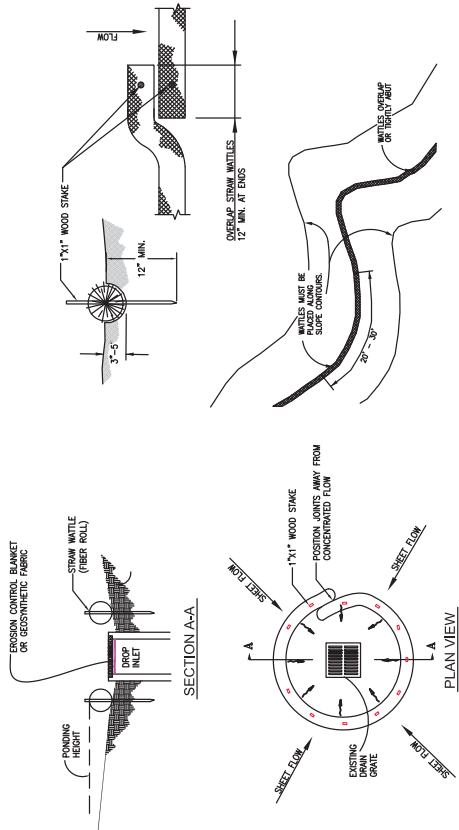
GENERAL WATER POLLUTION CONTROL NOTES:

1. EVERY EFFORT SHOULD BE MADE TO ELIMINATE THE DISCHARGE OF NON-STORMWATER FROM THE PROJECT SITE AT ALL TIMES.
2. ERODED SEDIMENTS AND OTHER POLLUTANTS MUST BE RETAINED ON-SITE AND MAY NOT BE TRANSPORTED FROM THE SITE VIA SHEET FLOW, SWALES, AREA DRAINS, NATURAL DRAINAGE COURSES OR WIND.
3. STOCKPILED CONSTRUCTION RELATED MATERIALS MUST BE PROTECTED FROM BEING TRANSPORTED FROM THE SITE BY THE FORCES OF WIND OR WATER.
4. FUELS, OILS, SOLVENTS, AND OTHER TOXIC MATERIALS MUST BE STORED IN APPROVED CONTAINERS AND MUST BE PROTECTED FROM CONTAMINATING THE SOIL AND SURFACE WATERS. ALL APPROVED CONTAINERS ARE TO BE PROTECTED FROM THE WEATHER. PROPER WATERSHED MANAGEMENT MUST BE MAINTAINED TO PREVENT PROPER WATERSHED. SPILLS MAY NOT BE WASHED INTO THE DRAINAGE SYSTEM.
5. TRASH AND CONSTRUCTION RELATED SOLID WASTES MUST BE DEPOSITED INTO A COVERED RECEPTACLE TO PREVENT CONTAMINATION OF HANNOVER AND DISPOSAL BY WIND.
6. SEDIMENTS AND OTHER MATERIALS MAY NOT BE TRACKED FROM THE CONSTRUCTION SITE. SEDIMENTS AND OTHER MATERIALS MUST BE DEPOSITED INTO THE PUBLIC WAY. ACCIDENTAL DEPOSITIONS MUST BE REMOVED IMMEDIATELY AND MAY NOT BE WASHED DOWN BY RAIN OR OTHER MEANS.
7. A 100 AND SWAMP ARE REQUIRED FOR THIS WORK. DISTURBED AREA IS GREATER THAN 1 ACRE.
8. ALL DISTURBED AREAS SHALL BE RESEEDERED AT THE COMPLETION OF GRADING.

THE FOLLOWING BMPs AS OUTLINED IN, BUT NOT LIMITED TO, THE CALIFORNIA STORMWATER BEST MANAGEMENT PRACTICES HANDBOOK, MARCH 2003, OR THE LATEST REVISED EDITION, MAY APPLY DURING THE CONSTRUCTION OF THIS PROJECT. ADDITIONAL MEASURES MAY BE REQUIRED TO BE DETERMINED AND APPROPRIATE BY THE PROJECT ENGINEER ON THE BUILDING OFFICIAL.

- NON-POINT WATER MANAGEMENT
- SS1 - SCHEDULING
 - SS2 - PRESERVATION OF EXISTING
 - SS3 - EROSION CONTROL
 - SS4 - HYDROSEEDING
 - SS10 - OUTLET PROTECTION/VELOCITY
 - SS11 - DISPERSION DEVICES
- TEMPORARY SEDIMENT CONTROL
- SC5 - FIBER ROLLS
 - SC7 - STREET SWEEPING AND
 - SC10 - STORM DRAIN INLET PROTECTION
- WASTE MANAGEMENT & MATERIALS
- WM1 - MATERIAL DELIVERY AND
 - WM2 - MATERIAL USE
 - WM3 - STOCKPILE MANAGEMENT
 - WM4 - EROSION PREVENTION AND
 - WM5 - SOIL WASTE MANAGEMENT
 - WM6 - CONCRETE WASTE
 - WM7 - CONCRETE WASTE
 - WM8 - CONCRETE WASTE
 - WM9 - CONCRETE WASTE
 - WM10 - LIQUID WASTE MANAGEMENT

- WIND EROSION CONTROL
- WE1 - WIND EROSION CONTROL
- EQUIPMENT TRACKING CONTROL
- TC1 - EQUIPMENT TRACKING CONTROL
 - TC2 - ENTRANCE/OUTLET THE WASH
 - TC3 - ENTRANCE/OUTLET THE WASH
- LEGALLY RESPONSIBLE PERSON (L.R.P.)
- SPENCE LESLIE AUTHORIZED REPRESENTATIVE,
- 10000 WILLOW PARK DRIVE, SUITE 100
- (850) 474-7114
- QUALIFIED SWEEP OPERATOR (QSO)
- HANOVER GRANT P.E. CSD NO. 00342
- (925)426-0080
- WATER DISCHARGE IDENTIFICATION NO. (WID) 241C363408

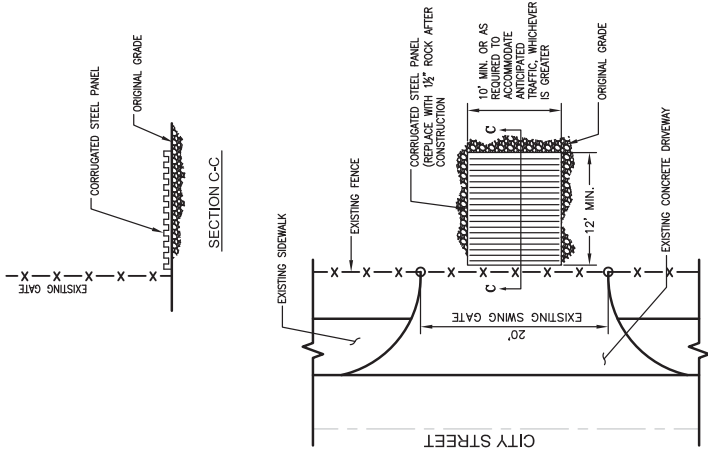


TEMPORARY STRAW WATTIE DROP INLET AND SEDIMENT BARRIER

- NOTES:
1. THE TOP OF THE STRUCTURE (PONDING HEIGHT) MUST BE EXCAVATED TO A MINIMUM OF 12" BELOW THE FINISHED GRADE TO PREVENT RUNOFF FROM BY PASSING THE INLET.
 2. SECURE EROSION CONTROL BLANKET OR GEOSYNTHETIC FABRIC UNDER GRATE DURING CONSTRUCTION.

WATTIES DETAIL

- NOTES:
1. WATTIES ARE TUBES MADE FROM STRAW BOUND WITH 12" MIN. OVERLAP. TUBES ARE APPROXIMATE 8" DIAMETER AND 20' MIN. LONG.
 2. WATTIES TRAP SEDIMENT AND REDUCE SHEET & RILL EROSION BY REDUCING SLOPE GRADIENT, INCREASING INFILTRATION RATES AND BY PRODUCING A FAVORABLE ENVIRONMENT FOR PLANT ESTABLISHMENT.
 3. WATTIES TO BE SECURED WITH WOOD STAKES.
 4. RUNOFF MUST NOT BE ALLOWED TO RUN UNDER OR AROUND WATTIE.



DETAIL -- TRACK-OUT CONTROL

PROJECT NO.	2210029.02
DATE	10-31-12
SCALE	AS SHOWN
DRAWING NO.	20,995B
SHEET NO.	9 of 9

CLIENT: TYCO THERMAL CONTROL, LLC
307 CONSTITUTION DRIVE
MENLO PARK, CA 94025
REDWOOD CITY, CALIFORNIA
PROJECT TITLE: TYCO THERMAL CONTROL PROJECT
2201 BAY ROAD
CONTROL DETAILS

NO.	DATE	REVISION
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